

# FORM OF SUBCONTRACT

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, by and between

\_\_\_\_\_ a corporation organized and existing under the laws of \_\_\_\_\_ an individual doing business as \_\_\_\_\_ hereinafter called the "Contractor" and \_\_\_\_\_

a corporation organized and existing under the laws of \_\_\_\_\_ an individual doing business as \_\_\_\_\_ hereinafter called the "Subcontractor".

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all work specified in Section No. \_\_\_\_\_ of the specifications for \_\_\_\_\_ and the plans referred to therein and  
(Name of Sub-Trade)  
Addenda No. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ for the:

all as prepared by \_\_\_\_\_ for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_)  
(Name of Architect or Engineer)

and the Contractor agrees to pay the Subcontractor said sum for said work. This price includes the following alternates (and other items set forth in the sub-bid): Alternates No(s). \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the hereinbefore described plans; specifications (including all general conditions stated therein) and Addenda No(s). \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and to assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to the \_\_\_\_\_ Housing Authority hereinafter called the "Awarding Authority", except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.

(b) The Contractor agrees to be bound to the Subcontractor by the terms of the hereinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities that the Awarding Authority by the terms of the hereinbefore described documents assumes to the Contractor, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority.

2. The Contractor agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin, prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner and with due consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the Contractor within a reasonable time after the execution of this subcontract, evidence of workmen's compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date and year first above-written.

SEAL

ATTEST \_\_\_\_\_

\_\_\_\_\_  
Name of Subcontractor

By: \_\_\_\_\_  
Signature

SEAL

ATTEST \_\_\_\_\_

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_  
Signature